

PUBLIC OFFER AGREEMENT FOR SERVICES PROVISION

Version 2.0

of May 16, 2018

The below text of the Offer is addressed to any person, hereinafter referred to as "the User", and is the official Public Offer of the owner of the Learnmarine online project, hereinafter referred to as the "Operator". This Agreement is open and in accordance with the Article 633 of the Civil Code of Ukraine, its terms are equal for all Users. Herewith the Users confirm their acceptance of all the terms of this Offer.

1. GENERAL PROVISIONS

- 1.1. Registration on Learnmarine.com website is free of charge.
- 1.2. The website is the subject of copyright and is protected within the territory of Ukraine, in accordance with the Law of Ukraine "On Copyright and Related Rights". All copyrights for the Site belong to the Operator. The "Learnmarine" designation is a trademark of the goods and services (trademark) and can not be used by the User without the appropriate permission.
- 1.3. The contents of all pages of this website are owned by the Operator. If the User wants to copy any material from this site, he must contact the Operator.
- 1.4. "User" and "Operator", hereinafter referred to as the "Parties", conclude the Public Offer Agreement for Service Provision in accordance with the current legislation of Ukraine, which regulates the provision of services and obligations arising in connection therewith between the Operator and the User.
- 1.5. The Offer Agreement is public, that is, in accordance with the Article 633 of the Civil Code of Ukraine, its terms are identical for all Users irrespective of their status. In full compliance with this Agreement, the User shall accept arrangements for making-out up of an order, payment of services, responsibility for the unsatisfactory order and for failure to comply with the terms of this Agreement.
- 1.6. Electronic mail is an integral part of Internet services. The User agrees that the Operator may notify the User about updates in online services and changes in these terms, or provide any other information or messages relating to the online services to the User or to the User's Users by e-mail at the address provided by the User when ordering online services, or when creating accounts for the User's library entry.
- 1.7. The User's rights for using the services described in this Offer are personal to the User. The User may not sell or otherwise disassociate these services to any third party without the Operator's written permission. Any attempt to do so is a violation of this provision.
- 1.8. The copyright to all components of the online services, except those components that are licensed with third parties, is kept solely by the Operator. To avoid doubt, nothing in this Offer shall be construed as transferring any intellectual property rights, any software and/or data from the Operator to any third party of the User.

- 1.9. The User agrees not to copy any Operator's software, attempt to access any source code, modify, or attempt to modify any part of the online services. The user also agrees not to use content, software or data that reproduce any portion of online services, do not copy, do not make screenshots, and do not attempt to launch service data through other programs. The User may keep in hard copy and print out any legible content of any online services for personal use by the User. All other copying and printing, including but not limited to photocopying, is prohibited.

2. SUBJECT MATTER OF THE AGREEMENT

- 2.1. The subject of this Agreement is "Internet Services" - the components that generally include the products available on the Learnmarine.com website. The following are the conditions under which the Operator provides Internet services and which are applicable to the User's use of any of the online services from time to time.
- 2.2. In the order and on the terms and conditions stipulated by this Agreement, the Operator undertakes to provide the User with the Services paid by him, and the User undertakes to accept these Services.
- 2.3. After 100% payment, the Operator opens access to the purchased products in the User's Library at Learnmarine.com/library. The User is responsible for ensuring that no other person other than the User himself has used an account to access the relevant components.
- 2.4. The Operator thus grants the User the right to access and use Internet services through Learnmarine.com under the terms of this Offer. Subject to the terms of this Offer, the Operator shall make reasonable efforts to:
 - 2.4.1. ensure the normal operation of the components of the online services in accordance with the description of the functions and functionalities of the components on the Operator's websites;
 - 2.4.2. facilitate the User's access and use of the components of online services.

3. PAYMENT PROCEDURE AND DELIVERY

- 3.1. Use of the products is for a fee, which is set by the Operator and is published on the Learnmarine.com website.
- 3.2. The cost of services provided under this Offer at the time of its acceptance is determined by the Operator and is displayed for each product separately.
- 3.3. Providing the Service to the User in accordance with this Offer is based on a full payment.
- 3.4. All payments are made online using the offered payment system. The operator does not collect or store any information related to the actual payer, other than the receipt number and registered User data that exclusively serves to open access to the purchased products.
- 3.5. The Operator may offer additional services for which charges are levied separately.
- 3.6. Additional services may be provided to the User only with his consent.
- 3.7. The Operator reserves the right to change the cost of the product with the obligatory prior notification of the User via the website or by e-mail at least 10 working days before the changes take effect.

3.8. The Operator's products are supplied as download files or online interactive resources. Products become available in the Learnmarine.com/library user library after making a payment.

3.9. There is no physical delivery of products.

4. RIGHTS AND LIABILITIES OF THE PARTIES

4.1. The User undertakes:

4.1.1. Not to use any component of online services to post material that is illegal, obscene, deceptive, blasphemous, or in any way offensive or indecent. The User agrees that the Operator has the exclusive right to determine whether the material is offensive, indecent, or inappropriate.

4.1.2. To observe copyright and intellectual property laws and not to post materials that violate such rights of any third party. The user agrees not to post materials that intentionally or unintentionally violate the laws of any country.

4.1.3. To use the site only for purposes that do not contradict the current legislation of Ukraine.

4.1.4. Not to post information that is subject to government restrictions on the Operator's website. This obligation remains valid even after the termination of this Offer.

4.1.5. To familiarize yourself regularly with the official information of the Operator regarding the provision of services, as well as the regulation of relations between the Operator and the User, published on the Operator's Website.

4.1.6. By registering with any Internet service of the Operator, the User guarantees that:

- The user is a competent adult legal entity;
- The user provides true, accurate and complete information about himself in the registration form;
- The user will update his registration information in a timely manner.

4.2. The User has a right:

4.2.1. To require the Operator to provide services in accordance with the terms of this Offer.

4.2.2. To notify the Operator about the requirements and wishes regarding the quality of the services provided.

4.2.3. To get timely advice necessary for the services using.

4.2.4. To terminate the validity of this Offer unilaterally at any time.

4.3. The Operator undertakes:

4.3.1. To provide the User with the services in accordance with the terms and conditions set forth in this Offer, and in accordance with the laws of Ukraine.

4.3.2. Not to disclose or use information related to the activity of the User that became known to him during the execution of this Offer, unless otherwise provided by the current legislation of Ukraine.

4.4. The Operator has a right:

4.4.1. The Operator may terminate the use by the User of any online services and close all registered Accounts created by the User immediately, without warning and without compensation in the following cases:

4.4.1.1. if the User has substantially violated the terms of this Offer and is not able to correct such violations within 7 days from the date of receipt of the notice by e-mail or in writing from the Operator, indicating the violation and requirements for its correction;

4.4.1.2. if the User requests closing of his account;

4.4.1.3. if the User has an account to which he can not regain access.

4.4.2. The Operator may, at his own discretion, discontinue use by the User of any online services and close all registration accounts created by the User, notifying him in at least 30 days.

4.4.3. The Operator reserves the right, but is not obliged to update and modify the content from time to time, and any such changes will be placed on the Operator's website or will be notified to the User by e-mail at the Operator's choice. Continuing to use the services after any such modification and notification, the User is considered to agree with the modifications.

4.4.4. The Operator reserves the right to change the value of the product with the obligatory notice of the User via the website or by e-mail.

5. FORCE MAJEURE

5.1. The Parties shall be released from liability for failure to fulfill or improper fulfillment of obligations under the Agreement if this was due to circumstances of force majeure which the Parties could not know in advance or could not foresee.

5.2. Such circumstances include: fires, floods, earthquakes, tsunamis, tornadoes, hurricanes, typhoons, landslides, mudslides, snow avalanches, volcanic eruptions and other natural disasters, wars, revolutions, take-overs, strikes, sabotage and terrorist acts, theft, robbery, transport accidents, malfunctions of power supply and communication systems, changes in legislation, actions of state bodies and their officials.

5.3. The party who has get to known of such circumstances must notify the other party in writing within 5 (five) working days.

5.4. The implementation of this Offer, in whole or in part, is terminated during such conditions. If the action of force majeure lasts for more than three months, this Offer is considered to be terminated.

6. PRIVACY POLICY AND DATA PROTECTION POLICY

6.1. In order to comply with the requirements of the Law of Ukraine "On Personal Data Protection" No. 2297-VI of June 1, 2010, the User agrees to process the User's personal data by the Operator.

6.2. The Operator agrees to protect the privacy of those who use his website. Any personal information provided by the User is used only for the provision of the service. Any personal

information will not be transferred to third parties other than Learnmarine's partners to provide the product or improve customer service.

- 6.3. The Data Protection Regulation applies to all data entered by Users. This also applies to progress reports created by the Learnmarine programs stored on the system.
- 6.4. Information about Users entered into the Operator's Programs is available to any User with the appropriate access. Users can only see their own data. The mentor's access is limited to student data in their own group. The account administrator can see all the data for this account.
- 6.5. All data is available to the limited Operator personnel to perform directly the functions of the platform. The operator does not allow third parties to directly access the database. The operator reserves the right to provide information on the use of the program to potential clients and scientists only after all personal data is hidden.
- 6.6. Commercial and biometric data are not subject to storage. Any client who wants to correct data can do so by contacting the Operator.
- 6.7. If the User is deleted from the system, all entries related to it are automatically deleted.
- 6.8. The Operator undertakes to protect the privacy of those who use the website. The operator must make appropriate efforts to comply with the policy of collecting and processing User's personal data.
- 6.9. This website uses cookies to store a temporary identifier that allows you to use the services (also called session identifier). It is not used to track information and does not contain personal information at all.

7. VALIDITY OF THE AGREEMENT, IMPLEMENTATION OF AMENDMENTS AND ITS TERMINATION

- 7.1. The offer is considered accepted and takes effect from the moment of registration of the User on the Learnmarine.com website.
- 7.2. The Offer has an indefinite period of validity, provided that the Operator's User pays the stipulated contributions in a timely manner and in full volume.
- 7.3. The Operator has the right to unilaterally change the terms of this Offer. The amendments to the Offer will take effect ten days after they are posted on the Operator's website, if the User has not sent his reasoned objections to the change of the Offer Conditions. In this case, the amendments to the Offer will take effect after the parties resolve the controversial issues.
- 7.4. In case of impossibility of settling controversial points related to changing the terms of this Offer, the Operator has the right to terminate the Agreement and to terminate the provision of services.
- 7.5. The User has the right to cancel the Operator's services unilaterally at any time.
- 7.6. In case of early termination of this Offer on the initiative of the User, the amount of funds transferred to him is not returned. The Operator has the right to offer the User other services for the remaining amount.

8. LIABILITY OF THE PARTIES AND REIMBRUISEMENTS

- 8.1. Services are provided "as they are", without any warranty that they are in accordance with the requirements of the User. The Operator is not responsible for the completeness and accuracy of the information contained in the materials of the site.
- 8.2. All risks arising from the use of materials (resources) of the Site are borne by the User. Under no circumstances shall the Operator be liable for any losses incurred by the User, including in the event that the Operator has been notified of the possibility of causing damage.
- 8.3. The operator is not responsible for any errors, inaccuracies, violations in the operation of equipment and lines of communication, the penetration of computer viruses, loss and alteration of data, the occurrence of defects in the work of programs that arose, regardless of the reasons, resulting from the use of the Site.
- 8.4. In case of the User's actions provided for in Article 50 of the Law of Ukraine "On Copyright and Related Rights" (violation of copyright and related rights), the Operator reserves the right, without notice to the User, of his choice to take actions to protect the non-property and property rights of copyright and related rights in accordance with the procedure established administrative, civil and criminal law.
- 8.5. The cost of downloadable products and products that are permanently available in the User's personal library, Learnmarine.com/library, is NOT DISCLAIMED.
- 8.6. Clients are encouraged to check that the services meet their requirements immediately before the payment is confirmed.

9. MISCELLANEOUS

- 9.1. The User agrees to compensate the Operator for any damage and expenses incurred in connection with any third party claim arising out of the content contained in any component of the Services by the User or by any person who uses the User's Account.
- 9.2. The User agrees to use Online Services solely for educational purposes and that he will not be charged for the use of any component for any other person.
- 9.3. The User agrees that the Operator is not obliged to create updates or, if they are created, make them available.
- 9.4. The User agrees that the Operator may use any Service Improvement offers offered by the User without any liability for remuneration or compensation to the User.
- 9.5. The User agrees that the Operator may choose to display the advertisement on any part of the Operator's Website or on any other Operator's Website.
- 9.6. The User agrees that the use of Internet services involves installing session variables and using the local flash memory of the computer used to access the online services.
- 9.7. Online services may contain links to the websites of the third-party. The use of an external hypertext link means that the User leaves the Internet services and the Operator is not liable and does not warrant any related sites. The Operator does not guarantee the continued availability of these sites or their content for any period of time.

- 9.8. Access to the User's account is carried out by the User's login and password. The User is solely responsible for any actions occurring in the User's account. The User agrees to protect the secret of the User's password and to ensure proper exit from the account at the end of each session.

10. CONCLUDING PROVISIONS

- 10.1. The Agreement is a complete agreement between the Operator and the User. The Operator does not accept any conditions and obligations with respect to the subject matter of the Agreement, except as expressly provided in the Agreement, except when such terms or obligations are fixed in writing and signed by the Operator and the User.
- 10.2. The terms of this Agreement are regulated by the legislation of Ukraine. Any disputes arising in the course of the implementation of the Agreement shall be resolved by mutual consent of the Parties. If such an agreement can not be reached, the Parties have the right to apply for a resolution of the dispute to the court according to the subject and territorial jurisdiction. In this case, the Operator has the right to apply remedies in any jurisdiction.
- 10.3. This Agreement contains the full scope of the parties' arrangements regarding the Services rendered by the Operator.
- 10.4. If the Operator does not use his/her rights of defense in case of any violation, this does not mean his waiver of such rights in any subsequent violation.
- 10.5. Recognition of any provision or clause of this Agreement or its annexes is not valid, does not affect the validity of the remaining terms and conditions of the Agreement.
- 10.6. Upon acceptance of the terms and conditions of the Offer of this Agreement, all previous Service Agreements concluded earlier with the Contractor expire.

11. THE OPERATOR'S DETAILS

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